

LEGAL NOTICE

TOWN OF TIVERTON, RHODE ISLAND

TOWN COUNCIL

SEALED PROPOSALS are hereby solicited for the design, implementation, and management of a "Pay-As-You-Throw" (PAYT) residential waste bag program for the Department of Public Works (DPW).

Copies of the "Request for Proposals" may be obtained at the Office of the Town Clerk, Town Hall, 343 Highland Road, Tiverton, Rhode Island 02878 between 8:30 AM and 4:00 PM, Monday through Friday.

Sealed Proposals must be received at the Office of the Town Clerk on or before Thursday, October 28, 2010 at 2:00 PM, at which time all Proposals will be publicly opened and read.

The Town of Tiverton reserves the right to reject any and all Proposals, to waive minor informalities or irregularities in any bid, and to make an award in any manner consistent with law and deemed to be in the best interest of the Town of Tiverton.

The Town is an Equal Opportunity Employer (EEO/AA).

Nancy L. Mello, Town Clerk

TOWN OF TIVERTON, RHODE ISLAND DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS

for

“PAY AS YOU THROW” RESIDENTIAL WASTE BAG PROGRAM

The Town of Tiverton, Rhode Island invites submissions of Proposals, from qualified firms, for the design, implementation, and management of a “Pay-As-You-Throw” Residential Waste Bag Program for the Department of Public Works.

The Town currently has a curbside residential waste/recycling collection program and would like to increase the Town’s recycling rate and lower the amount of trash that is being deposited in the Town’s Landfill.

Sealed proposals must be received at the Office of the Town Clerk, Town Hall, 343 Highland Road, Tiverton, RI 02878 on or before Thursday – October 28, 2010 at 2:00 PM at which time all Proposals will be publicly opened.

Proposals shall be placed in a sealed envelope with the name of the project clearly marked as “Pay As You Throw” Proposal on front of envelope.

The Purpose, Background, Scope of Services, Proposal Requirements, Proposal Evaluation Criteria, and pertinent attachments for Proposal submission are as follows:

TABLE OF CONTENTS

I. Purpose, Background, and Scope of Service.....	4
A. Purpose of Request for Proposal.....	4
B. Background.....	4
1. Town.....	4
2. Rhode Island Resource Recovery Corporation	4
C. Intent	5
D. Scope of Services.....	5
1. Program Design.....	5
2. Community Education and Communication.....	5
3. Program Support.....	5
4. Trash Bag Supplies.....	6
5. Distribution and Storage.....	6
6. Accounting, Inventory Control and Reporting.....	6
7. Risk Management.....	6
II. Proposal Requirements.....	7
A. Proposal Format.....	7
1. Cover Letter	7
2. Non Collusion	7
3. Proposer Qualifications	7
4. Staffing Plan.....	7
5. Agreement.....	7
6. Other	7
B. Submittal Requirements.....	7
C. Selection Consideration.....	8
D. Joint Proposals.....	8
III. RFP Evaluation, Schedule and Other Matters.....	8
A. RFP Evaluations	8
B. Final Ranking and Selection.....	8
C. Presentations.....	8
D. Negotiations	9
E. Discussions: Best and Final Proposer	9
F. Schedule.....	9
G. Other Matters.....	9
1. Changes in the RFP.....	9
2. Verbal Agreements	9
3. Receipt of Addenda	9
4. Clarifications.....	9
5. Reservation of Rights.....	10
6. Submission Fee.....	10
7. Liability Insurance.....	10
IV. Disposition of Proposals.....	10
Disclosure	11
V. Additional Proposal Terms and Conditions	11
ATTACHMENT 1 Payment Bond.....	11
ATTACHMENT 2 Performance Bond	11
ATTACHMENT 3 Non-Collusion Affidavit.....	11
ATTACHMENT 4 Affidavit of Compliance Corporation Certificate	11

I. Purpose, Background, and Scope of Service

A. Purpose of Request for Proposals

The Town of Tiverton (hereafter known as ‘The Town’) is soliciting proposals from qualified Proposers interested in providing a **“Pay As You Throw”** waste collection program (hereafter known as “The Program”). The Town welcomes and will consider creative and innovative alternatives to the current solid waste disposal and recycling system, when those methods can be shown to provide financial benefits designed to address the needs detailed below.

B. Background

1. The Town

The Town is located in Newport County, Rhode Island, on the eastern shore of Narragansett Bay. The Town provides weekly curbside recycling and trash pickup to approximately 5,500 residences. The Town currently incorporates a curbside recycling system that provides bins for glass, plastic, metals, and mixed paper. These bins are available for purchase to single and multi-family residences.

Tiverton is the only Town in the State of Rhode Island that has an operating landfill, other than the state landfill. The Town Landfill has been in use for over 50 years and is estimated to be full by January 2014- January 2015. At that time the landfill will require capping at a cost of \$6.8 - \$8.2 million. The Landfill Closure Restricted Account will have about \$4.4 million in it by January 2015, and therefore will be \$2.4 - \$3.8 million short for closure costs.

The Town of Tiverton has been actively searching for more responsive and fiscally responsible ways to address rubbish collection, recycling and landfill operations in our Town. On January 25, 2010 the Landfill/Recycling Committee recommended, and the Town Council approved, implementation of a (“Pay-As-You-Throw”) waste collection program to: increase recycling, reduce the amount of waste being buried in the landfill, and save for the future debt needed to cap the landfill in about five years.

2. Rhode Island Resource Recovery Corporation

The goals of this RFP and of The Town are consistent with the stated objectives of the Rhode Island Resource Recovery Corporation, requiring that “All municipalities that contract with the corporation for the disposal of solid waste shall prepare ...a plan that includes a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted beginning July 1, 2012.” These requirements were designed to increase the life of the state landfill and increase the overall recycling rate of the state. To support these objectives, Rhode Island Resource Recovery has set yearly caps on Municipal Solid Waste Disposal tonnage for municipalities using the state landfill, and collects increased tipping fees for waste tonnage in excess of the yearly caps. Once the Town Landfill is full, the system of caps and increased tipping fees will apply to The Town of Tiverton.

The Director of Recycling Services for Rhode Island Resource Recovery has determined that “Pay-As-You-Throw (PAYT) is the single best way to reduce solid waste and increase recycling.” The Town of Tiverton’s recycling rate is currently at 18%, compared to the 35% mandated by the State in 2012. Neighboring states, cities, and towns with PAYT programs have reduced their annual rubbish volume by over 40%.

C. Intent

The Town's intent and the requirements of this RFP are to provide its' citizens with the best service, quality, and financial benefit to The Town. The Town would like to secure an agreement with a Proposer who has demonstrated the ability and willingness to provide ongoing support services with a commitment to continuous improvement, in order to benefit residents through continuity of experience. The specifications contained within this RFP document are designed to establish an effective, efficient, comprehensive and fair "Pay As You Throw" waste collection program that provides for the following intended purposes:

1. Reduce residential solid waste by 40% with the least inconvenience to residents while maintaining a continuous and uniform level of solid waste services; and
2. Substantially increase in residential recycling rates for The Town; and
3. Achieve substantial financial benefits for The Town through purposes 1 and 2.

To this end, The Town has tried to provide as much information as possible to all prospective Proposers in order to allow them to develop the most effective programs. However, all commitments and guarantees are the sole responsibility of the Proposer.

D. Scope of Services

The selected Proposer will be required to provide the following services:

1. Program Design.

Proposer will use its experience and knowledge to design a Program that will achieve the RFP's intent on behalf of The Town. Proposer is expected to suggest updates and improvements to the "PAYT" Program throughout the term of the proposed agreement. Proposer will provide guidance on such issues as weight limits for "PAYT" waste collection bags.

2. Community Education and Communication.

Proposer will include in the proposal a commitment to educating the community on the "PAYT" program. Such a commitment is expected to address the following:

- A. Public Education;
- B. Support for the rollout of The Program;
- C. Program Support Personnel on site;
- D. Website development; and
- E. Public relations and communication campaigns.

The proposal must include a time period during which these functions will occur and identify the key personnel responsible for The Program's implementation.

3. Program Support.

Proposer will identify in the proposal a representative to serve as The Program's coordinator "Program Coordinator". Proposer will provide an outline or overview of:

- A. The responsibilities of the Program Coordinator as they relate to the proposed program;
- B. The availability of the Program Coordinator throughout the term of the contract; and
- C. Other staff that will assist the Program Coordinator throughout the program and their responsibilities.

4. Trash Bag Supplies.

The Proposer must state if they are the manufacturer of the trash bags. The Town requires all bags to be manufactured in the United States of America. If The Proposer is not the manufacturer, it must identify the manufacturer and location of manufacturing facility. The Town reserves the right to visit the manufacturing facilities throughout the term of the contract.

Requirements of trash supplies and/or bags are as follows;

- A. Trash bags are to be available at retail locations at a minimum fourteen (14) days prior to the initial date that residents are required to use official Town trash bags (hereafter known as Start Date).
- B. Proposer will supply a reasonable quantity of custom printed "Non-Compliance" stickers as needed.
- C. Proposer will supply both large (35 gallon) and small (15 gallon) trash bags.
- D. Proposer will be responsible for the quality of trash bags.
- E. Proposer will provide detailed information regarding its quality control procedures upon request of The Town.
- F. All trash bags will be custom printed with verbiage and artwork approved by The Town.
- G. Proposer will customize all retail packs with information approved by The Town.
- H. Proposer will supply draw tape closure for the trash bags.

5. Distribution and Storage.

The Proposer will include an outline or overview of how:

- A. Proposer will ensure the security of the trash bags during the manufacture, transport, and warehouse stages.
- B. Proposer will maintain a signature based chain of custody for all trash bag transactions.
- C. Proposer is responsible for establishing a retail distribution system that is convenient for residents of The Town.
- D. Proposer is responsible for insuring that no retail distribution location is out of stock due to lack of supply.
- E. Proposer will create, publish, and distribute a list of participating retail locations and will update the list on a regular basis to maximize resident convenience, at the direction of the Town.
- F. Proposer will work with local and chain retailers to provide reasonable ordering procedures and minimum order quantities to balance long term retail participation.

6. Accounting, Inventory Control and Reporting.

Proposer will be expected to execute and provide accurate reporting on the following:

- A. All inventory transactions related to The Town's trash bags.
- B. All shipments and invoices related to The Program.
- C. All revenues received from retailers related to The Program.
- D. All delinquent account procedures and collection procedures.
- F. All remittance handling.

7. Risk Management

- A. Proposer shall bear all the cost and risk related to trash bag supply inventory.
- B. Proposer shall establish a system of shared risk, regarding retailer credit. The system shall include procedures to manage credit checks, credit terms, delinquent accounts, credit limits and credit collections.

II. Proposal Requirements

A. Proposal Format

All RFP's are limited to a maximum of 25 pages. This page limit does not include your cover letter which may not exceed 2 pages. The proposal shall include all of the following.

1. Cover Letter

Each response should include a cover letter, signed by an officer of Proposer, indicating that the response is valid for 90 days and that the officer is legally able to contractually bind Proposer. The cover letter should summarize your proposal's key points.

2. Non Collusion

The Town prohibits collusion, defined as a secret agreement for a deceitful or fraudulent purpose. The attached Non-Collusion Affidavit (Attachment 3) must be completed by all Proposers responding to this RFP.

3. Proposer Qualifications

- A. Proposer should have a minimum of 5 years experience with residential solid waste reduction programs.
- B. Identify six references from similar governmental entities where Proposer has performed similar services. Provide names and contact information.
- C. Provide information regarding Proposer's background and experience in providing these services.

4. Staffing Plan

- A. Indicate the names, titles, roles, locations, phone numbers, fax numbers and e-mail addresses, of each member of the team that will be designated to work on this project for Proposer. Indicate which person and position will serve as the day-to-day contact for The Town. Provide brief resumes of the listed person(s).
- B. Provide the location, address, and contact information for the office that will provide the services to The Town.

5. Agreement

Provide a readily executable agreement. The agreement must be signed by an officer of Proposer who is legally able to contractually bind Proposer. The agreement shall cover:

- A. All required services from section 1D (Scope of Services).
- B. All clauses listed in Attachment 2 (Additional Agreement Requirements).

C. Proposer Compensation Plan.

6. Other

Please disclose any conflict or potential conflict of interest that Proposer may have concerning this engagement.

B. Submittal Requirements

Twelve copies of Proposer's response shall be submitted to **Nancy Mello, Town Clerk.**

Town of Tiverton – Solid Waste RFP
Attn: Nancy Mello, Town Clerk
Tiverton Town Hall
343 Highland Rd.
Tiverton, Rhode Island 02878

Proposer may, without prejudice, withdraw a proposal after it has been deposited with The Town, provided written notice is given to The Town Clerk, and provided such notice of withdrawal is received by The Town Clerk prior to the closing time set for receiving proposals. Once submitted, proposals may not be corrected or modified prior to the time of opening.

C. Selection Consideration

In order to be considered for selection, responses must be received by Town Clerk on or before the date and time specified. Proposers mailing responses should allow normal mail delivery time to ensure timely receipt by The Town. Proposals received after the stated time and date shall not be considered. No fax transmittals will be accepted.

D. Joint Proposals

If two or more Proposers are developing a joint proposal, the Town Clerk must be notified in writing by the joint Proposers no later than 7 days prior to submission date. All joint proposals must be approved prior to submission. This notification will be kept confidential until after submission and opening of the RFP's.

III. RFP Evaluation, Schedule and Other Matters

A. RFP Evaluations

RFPs will be evaluated based on the following criteria (not listed in any order of importance):

1. Proposer's proven ability with similar projects.
2. Expertise of key personnel to be assigned to the contract.
3. Proposer's proven ability to provide innovative and efficient service.
4. Proposer's proven track record of responsiveness to customer needs.
5. Proposer's proven track record of quality of performance.
6. Proposer's adherence to scope of service.
7. Proposer's compensation proposal.

B. Final Ranking and Selection

The Town will negotiate with the responder whose proposal is determined to be the most advantageous to The Town, considering the evaluation factors set forth in the RFP.

C. Presentations

The Town retains the right to create a shortlist and invite Proposers who make the list to deliver a presentation of its proposal to the Town. Each presentation will be judged as to its completeness and merits.

D. Negotiations

The Town retains the right to make an award based on initial proposals with or without negotiations.

E. Discussions: Best and Final Proposer

The Town reserves the right to recommend a proposal, without further discussions. Should The Town determine that further discussion(s) would be in the best interest of The Town, The Town shall establish procedures and schedules for conducting discussions and will notify qualified Proposer(s). When in the best interest of The Town, the Town may permit qualified Proposers to revise their proposals by submitting a “best and final” Proposal.

F. Schedule

Advertise RFP – September 29, 2010

Open Proposals – October 28, 2010 at 2:00 PM

G. Other Matters

1. Changes in the RFP

All communication from The Town to a Proposer will be transmitted simultaneously to all Proposers along with written questions submitted. Any Proposer who fails to recognize or utilize this process of communication will be notified of its violation of the process and may be disqualified from the RFP process. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax to all Proposers.

2. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of The Town, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon The Town or the Proposer.

3. Receipt of Addenda

The Proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal. Proposer shall also sign and return the cover page of each addendum to The Town Clerk via fax to acknowledge receipt.

4. Clarifications

Proposers are notified to examine thoroughly the instructions, specifications and the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, Proposers may ask for any explanation or clarification before submitting their Proposal. All requests for explanation or clarification must be presented to The Town in written form.

All inquiries related to this RFP shall be submitted in writing to:

Stephen Berlucchi, P.E.
Director of Public Works
Town of Tiverton
50 Industrial Way
Tiverton, Rhode Island 02878
Phone: (401) 625-6760
Fax: (401) 625-6783

5. Reservation of Rights

The Town reserves and holds at its discretion the following rights and options:

- a. Issue addenda to the Request for Proposals, including extending or otherwise revising the timeline for submittals;
- b. Withdraw the Request for Proposals;
- c. Request clarification and/or additional information from the Proposer at any point in the procurement process;
- d. Execute an agreement on the sole basis of the original proposal or any additions to proposal submissions;
- e. Reject any or all proposals, waive irregularities in any Proposal, waive any requirements of the RFP, as may be deemed to be in the best interest of the Town.

6. Submission Fee

All submissions must be accompanied by a non-refundable certified check in the amount of \$100.00, made payable to the Town of Tiverton.

7. Liability Insurance

Proposer shall provide and maintain in full force and effect during the entire term of the Contract or any renewal thereof a policy of Broad Form Comprehensive General Liability Insurance, naming The Town, its officers, elected officials, employees and volunteers as Additional Insured's providing for limits of not less than two million dollars (\$2,000,000) per occurrence with two million dollars (\$2,000,000) general aggregate. The Broad Form Comprehensive General Liability Insurance shall be on an occurrence form or basis. An original Additional Insured endorsement naming The Town, et al, as stated above, shall be filed with The Town Clerk before commencement of work and shall provide for forty-five (45) days prior written notice to The Town of any material change, cancellations or lapse of such policy. A cancellation of Proposers' insurance without replacement, resulting in an uninsured period, is considered a material breach of Contract.

IV. Disposition of Proposals

All materials submitted in response to this RFP will become the property of The Town. Copies of each proposal may be retained for official files and will become a public record after the opening of the proposals, thence open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of The Town.

Disclosure

Any trade secrets or proprietary information submitted by a vendor in connection with procurement shall not be subject to public disclosure. However, the vendor must invoke the protection of this section prior to or upon submission of the data or other materials by identifying the specific area or scope of data or other materials to be protected and state the reasons protection is necessary. An all-inclusive statement that the entire proposal is proprietary is not acceptable. A statement that compensation proposals are to be protected is not acceptable. There is no expressed or implied obligation for The Town to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this request.

V. Additional Proposal Terms and Conditions

The following terms and conditions will become included in final contract documents:

1. Term of Agreement	3 years
2. Extension of Agreement	one time – 3 year term
3. Implementation Schedule	due 7 days after receiving “Notice to Proceed”
4. Termination and Default	to be determined by Town Council
5. Liability Insurance	\$2,000,000.
6. Indemnification	to be determined
7. Governing Law	Rhode Island General Laws
8. Severability	to be determined
9. Non-Assignability	to be determined
10. Arbitration	to be determined

ATTACHMENT 1

PAYMENT BOND

ATTACHMENT 2

PERFORMANCE BOND

ATTACHMENT 3

NON-COLLUSION AFFIDAVIT

ATTACHMENT 4

AFFIDAVIT OF COMPLIANCE CORPORATION CERTIFICATE

Attachment #1

100% PAYMENT BOND

(to be completed and submitted by the successful low bidder)

PROJECT: TIVERTON – “Pay As You Throw” Residential Waste Bag Program

KNOW ALL MEN BY THESE PRESENTS, that _____ as
Principal and _____ as
Surety are held and firmly bound unto the Town of Tiverton, Rhode Island in the sum of

_____ lawful money of the United States of America, to be paid to the Town of Tiverton, Rhode Island for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Tiverton, Rhode Island acting through its Department of Public Works, bearing the date of _____, 2010 for the work for the “Pay As You Throw” Residential Waste Bag Program.

No the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived the foregoing to include any other purposes of items set out in and to be subject to, the provisions of Rhode Island General Law, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF we hereunto set our hands and seals this

_____ day of _____, 2010.

Principal: _____

Surety: _____

Attachment #2

100% PERFORMANCE BOND
(to be submitted by the successful Proposer)

PROJECT: TIVERTON – “Pay As You Throw” Residential Waste Bag Program

KNOW ALL MEN BY THESE PRESENTS, that _____ as
Principal, and _____ as
surety, are held and firmly bound unto the Town of Tiverton, Rhode Island, in the sum of

Lawful money of the United States of America, to be paid to the Town of Tiverton, Rhode Island,
for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Tiverton, Rhode Island,
acting through its Department of Public Works, bearing date of _____, 2010 for
the work of Contract for “Pay As You Throw” Residential Waste Bag Program.

Now the condition of this obligation is such that if the principal shall well and truly keep
and perform all the undertakings, covenants, agreements, terms and conditions of said contract
on its part to be kept and performed during the original term of said contract and any extensions
thereof that may be granted by the Town, with or without notice to the surety, and during the life
of any guaranty required under the contract, and shall also well and truly keep and perform all
the undertakings, covenants, agreements, terms and conditions of any and all duly authorized
modifications, alterations, changes or additions to said contract that may hereafter be made,
notice to the surety of such modifications, alterations, changes or additions being hereby waived,
then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

In the event that the contract is abandoned by the Contractor or is terminated by the Town
under the provisions of said Contract, said surety hereby further agrees that said surety shall, if
requested in writing by the Town, take such action as is necessary to complete said Contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this

_____ day of _____, 2010.

Surety: _____

Principal: _____

Attorney-in-fact: _____

Attachment #3

NON-COLLUSION AFFIDAVIT

(to be submitted with proposal)

Project: Tiverton – “Pay As You Throw” Residential Waste Bag Program

The undersigned, under the pains of perjury, says that he is the sole owner, partner, president, treasurer, or other duly authorized agent or official of

[Name of Bidder as appearing in submitted proposal]

[Address of Bidder]

[Zip Code]

[Telephone Number of Bidder]

and says that of own knowledge, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal{s}. It is understood that the signing of this AFFIDAVIT is applicable to all projects for which bids are being submitted in a multi-bid proposal.

Signature and title of person making affidavit

Date

NOTE: Failure to complete this form will result in this Proposal being declared non-responsive and not eligible for award consideration.

Attachment #4

AFFIDAVIT OF COMPLIANCE

(to be submitted with proposal)

PROJECT: TIVERTON – “Pay As You Throw” Residential Waste Bag Program

**RHODE ISLAND BUSINESS CORPORATION, FOREIGN (non-Rhode Island) CORPORATION
OR
NONPROFIT CORPORATION**

I., _____, President of _____
[Name of Corporation]

whose principal office is located at _____
do hereby certify that the above-named corporation has filed with the Secretary of State all
certificates and annual reports required by Rhode Island General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of
_____, 2010.

Signature of Responsive Corporate Officer _____